



STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. IF THERE IS A DIFFERENCE BETWEEN THESE GUTHRIE STANDARD TERMS AND CONDITIONS AND THE MAIN AGREEMENT OR THE SUPPLIER'S TERMS AND CONDITIONS, THESE GUTHRIE STANDARD TERMS AND CONDITIONS WILL CONTROL. IF THERE IS A DIFFERENCE BETWEEN THESE GUTHRIE STANDARD TERMS AND CONDITIONS AND THE GPO AGREEMENT, THE GPO STANDARD TERMS AND CONDITIONS WILL CONTROL.

As used herein, the term "Supplier" shall mean the vendor supplying products and/or services to The Guthrie Clinic or any affiliated corporations or related entities. "Buyer" shall mean The Guthrie Clinic, all affiliated corporations and related entities. "TGC" shall mean The Guthrie Clinic, Guthrie Medical Group, P.C., Corning Hospital, Robert Packer Hospital, Donald Guthrie Foundation, Guthrie Towanda Memorial Hospital, Troy Community Hospital and Guthrie Home Care, Sayre House of Hope, The Memorial Hospital Foundation.

1. EXISTING AGREEMENT. TGC purchase orders that are issued under a written and fully executed procurement agreement between TGC ("Buyer") and Supplier are subject to the provisions of that agreement and the terms and conditions contained within that agreement agreed to be controlling.
2. CONTRACT. Except as provided in Section 1, TGC's purchase order, including all of its terms and conditions, together with any documents of TGC or supplemental terms and conditions of TGC stated or referenced on the face of the purchase order, constitutes the complete, final and exclusive statement of the contract between TGC and Supplier in its quotation, acknowledgement or acceptance of this purchase order or otherwise, are objected to and rejected. TGC's acceptance of goods or services from Supplier shall not be deemed to be an acceptance of any such conditional, different, or inconsistent terms and conditions. No changes or additions of any kind to the terms and conditions stated herein, or waiver of any kind shall be binding on TGC unless agreed to in writing signed by an authorized representative of TGC. Commencement of performance by Supplier shall be an acceptance of all of TGC's terms and conditions.
3. PRICING. The pricing set forth in the purchase order is exclusive of applicable state sales and use taxes. Such taxes, if any, applicable to the Products and/or Services invoiced to TGC will be paid TGC to Supplier, who will be responsible for remittance of such taxes to the proper governmental authority. At the request of TGC, Supplier shall provide documentation to TGC evidencing such remittance and Supplier's authority to collect such taxes. Except as may be specified on purchase order, TGC shall not be liable for any freight charges, delivery charges, fuel surcharges, service charges, minimum or small order charges, re-stocking or other additional costs or expenses.
4. ACKNOWLEDGEMENT. Supplier should review TGC's purchase order and acknowledge any changes to TGC prior to invoice submission. The review should include but not be limited to the following TGC purchase order attributes (contracted price, purchasing UOM, Supplier item ID, manufacturer item ID, due date, and product description). Upon Supplier acknowledgement,



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TGC reserves the right to change the purchase order so that a submitted invoice will match the purchase order. If TGC and the Supplier cannot agree on deltas between the TGC purchase order and Supplier acknowledgement, a resolution process will be conducted prior to Supplier invoice submission.

5. **PAYMENT TERMS.** All invoices shall be paid net forty-five (45) days from receipt of an accurately submitted invoice.

6. **FREIGHT.** All shipping and handling charges shall be included in the final price – F.O.B. Destination. Supplier shall bear the risk of loss of the shipment. Upon request by TGC, Supplier shall initiate and expedite all claims for loss and/or damage during shipment. Provided that Supplier has complied with the terms of this Agreement, including, without limitation, verification of the validity of the order and address of the shipping location before shipment, Supplier's liability for lost or damaged Products shall be limited to replacement of the Products. In addition to any other remedies available to TGC, at TGC's option, damaged Products will be replaced on a rush basis and at no extra cost to TGC. No invoices will be paid on damaged or lost merchandise until the claims are settled, and the payment discount period, if any, shall be extended accordingly. At its sole discretion, TGC can cancel the order if the lost or damaged goods cannot be supplied in a timely manner.

7. **CHANGES.** TGC shall have the right at any time prior to the complete delivery of the goods or services to make changes to the goods and services ordered and changes in packaging, time, place and schedule of delivery, and method of transportation, and Supplier agrees to accept such changes. If any such changes cause an increase or decrease in cost or the time required for performance, and an itemized claim for adjustment is made within thirty (30) days of the notice of change, an equitable adjustment will be made and the applicable terms modified in writing in accordance with the adjustment.

8. **INSPECTION AND QUALITY ASSURANCE.** All goods and services ordered by TGC shall be subject before delivery to inspection, tests, and/or audits by TGC at reasonable times and places. Supplier agrees to provide access for TGC to all facilities at all reasonable times for such inspections, tests, and audits, and, at no additional cost, to provide all tools, equipment, and assistance reasonably necessary. Inspection, tests, or audits before delivery to TGC do not constitute final acceptance nor do they or any other inspecting, testing, or auditing by TGC, or failure of TGC to do so, relieve Supplier from exclusive responsibility for furnishing goods or services in full conformance with the purchase. Supplier warrants that it has and will maintain an adequate quality assurance and/or control program for the goods or services ordered and that it makes and maintains adequate authenticated quality control and/or assurance reports, records, certificates, affidavits, and the like relating to the goods or services ordered. Supplier agrees that upon request and at no additional charge, it will promptly furnish authenticated copies of such reports and documents as well as applicable certificates of conformance and/or compliance acceptable to TGC at the time of or after delivery.

9. **REJECTION.** Goods and services of Supplier shall be received subject to Inspection and approval by TGC after delivery. TGC may give Supplier notice of rejection or revocation of acceptance



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('rejection' herein), notwithstanding any payment, passage of title, approval, prior test or inspection. No Inspection, approval, test delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Supplier of any obligations hereunder or impair or waive any right or remedy of TGC. If it is TGC's judgment that the goods or services do not conform with the requirements of the order, TGC shall have the right to reject them and, in addition to its other rights and remedies, TGC shall have, without limitation, all of the following rights: (1) to return them to Supplier for reimbursement, credit, replacement, or corrections as TGC may direct; (2) to correct, rework, and/or replace with the additional cost to be charged to and paid by Supplier; and (3) to hold them at Supplier's risk and expense for disposal or correction according to Supplier's instructions. Any goods rejected by TGC that are returned to Supplier shall be at Supplier's risk and expense with the cost of packaging, handling, inspection, examination, transportation and the like incidental thereto, to be charged to and paid by Supplier. Such goods shall not thereafter be tendered to TGC for acceptance unless the previous rejection and requirement of correction are disclosed to TGC in writing.

10. **TERMINATION.** TGC has the right to terminate this order and Contract for convenience, in whole or in part, at any time upon written notice to Supplier. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, TGC shall pay Supplier on a pro rata basis for work completed as of the date of termination and upon such payment all equipment, materials, work-in-progress, finished goods, drawings, information, special tooling, and other things for which TGC has paid shall at TGC's option become the property of TGC and be released by Supplier to TGC upon demand for pick-up and removal. The provisions of this clause are without prejudice to any other rights or remedies of TGC including those resulting from default by Supplier.
11. **CANCELLATION.** TGC shall have the right to cancel this order and contract, in whole or In part, If the goods or services are in TGC's judgment non- conforming or defective or not delivered as scheduled, or if Supplier fails to comply with or fulfill any of the terms and conditions of the order with TGC's shipping and billing instructions, or if in TGC's opinion the credit or ability of Supplier to perform becomes impaired, whereupon TGC shall have the continuing right to obtain the goods or services ordered from another source with any resulting increase in cost thereof charged to and paid by Supplier, all without prejudice to any other rights or remedies of TGC and in addition thereto.
12. **PAYMENTS.** Payments by TGC of an invoice from Supplier does not constitute acceptance of the goods or services covered by the invoice. If the work covered by this order may give rise to mechanics' liens or the like, payment shall not be due and the cash discount period shall not commence until Supplier has delivered to TGC a complete release of all liens arising out of the work or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to TGC indemnifying it against any lien.
13. **CONFIDENTIALLY.** Supplier shall treat as confidential any non-public information including, without limitation, any data, reports, test results, and other documentation and information regarding TGC's business operations, facilities, finances, marketing, employees, patients or use of the Products, and confidential information of third parties identified as such by TGC, any of



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which are provided to Supplier by TGC or accessed or observed by Supplier in connection with the performance of Supplier's responsibilities hereunder ("Confidential Information"). Without limiting the generality of the foregoing, Supplier agrees:

- a. Not to disclose or permit any other person or entity access to Each Other's Proprietary Information or the terms of this Agreement, except that access shall be permitted to an employee, officer, director, agent, representative, external or internal auditors, independent contractors or regulatory authorities of a party requiring access to the same in connection with the party's performance under this agreement.
- b. Not to use, or permit any other person or entity to use, the other's Proprietary Information for any purpose other than the performance of this Agreement;
- c. To ensure that its employees, officers, directors, agents, representatives, external or internal auditors and independent contractors are advised of the confidential nature of the other's Proprietary Information and the terms of this Agreement;
- d. Not to alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of the other's Proprietary Information;
- e. To notify the other party promptly and in writing of the circumstances surrounding any possession, use or knowledge of the other party's Proprietary Information or the terms of this Agreement by any entity other than those authorized by this Agreement;
- f. To use reasonable care and implement reasonable controls, but in all events at least the same degree of care and controls that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure or availability of TGC's Proprietary Information or the terms of this Agreement;
- g. Upon request or on termination of this Agreement, to return the other party's Proprietary Information;

14. **WARRANTIES.** Supplier hereby warrants that all products supplied hereunder shall be free and clear of all liens and encumbrances, and that Supplier has good and merchantable title. Supplier further warrants that products shall conform to its product specifications, all guidelines, regulations and standards established by the Department of Health and Human Services, all FDA approved usage(s); and Supplier's representations regarding the functions and uses for which the Product is marketed. All of the warranties referenced or set forth in this section shall be in addition to all other warranties that may be prescribed by law. Included in the pricing of each Product is a minimum one (1) year warranty. The warranty for each of the products purchased shall commence upon the latest of the following events: successful clinical use of the products by TGC; full clinical acceptance, such acceptance occurring no later than 45 days after supplier delivers and certifies product(s) ready for use; or, use by TGC of each item in connection with any patients of TGC. In the event that commercially reasonable evidence is produced that the Supplier has provided a product with a defect in workmanship one of the following remedies will be provided: Repair or modification is agreed upon at Supplier's expense; Supplier provides financial consideration; Service maintenance or warranty extension.

- a. **Manufacturers' Warranties.** Supplier shall provide to TGC all warranties for Products it receives from its Suppliers and all manufacturers' warranties. Supplier assigns to TGC, all Suppliers' and manufacturers' warranties and rights of action under these warranties.



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Supplier authorizes TGC to enforce all warranties received hereunder and shall provide all cooperation reasonably requested by TGC in enforcing same. Any manufacturers' or Suppliers' warranties shall be in addition to the warranties provided in this Section and as otherwise provided hereunder.

- b. Extension of Warranties. Supplier's warranties provided in this Section and as otherwise provided herein shall run to and extend to, and are for the benefit of, TGC, and its respective successors, assigns, customers, patients, and users of Products, and to any other person or entity to whom a Product is transferred.
 - c. Services Warranty. Supplier represents and warrants that its employees, agents, and representatives have the skills and qualifications necessary to perform Services under this Agreement in a timely, competent, first class, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations, and that Supplier is able to fulfill the technical service requirements and all other services' requirements for the product or service provided hereunder:
 - d. Warranties Cumulative. The warranties provided in this Section and all other warranties hereunder are cumulative and shall apply to any replacement or modification of Products by Supplier or its employees, agents, or representatives, and these warranties provided under this Section are in addition to any warranties provided at law or in equity.
15. TGC'S PROPERTY AND PARTS. All property of any kind supplied by or paid for by TGC shall be and remain TGC's property and Supplier agrees to be accountable for it and to maintain it in good condition and repair except to the extent that It is integrated into goods furnished by Supplier to TGCC under this order. Parts of TGC which have been or are to be processed by Supplier are consigned to Supplier for the work specified and remain TGC's property. Property and parts of TGCC shall not be used for any purpose except to satisfy this or other orders of TGC to Supplier. All TGC's property and parts while in Supplier's custody or control shall be held at Supplier's risk, free of all liens, encumbrances, or security interests of Supplier or third parties, and shall be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to TGC. Supplier agrees to hold harmless, defend, and indemnify TGC against all loss or damage to such property or parts against claims of loss or damage arising out of such property of parts while they are in Supplier's custody or control. All property and parts are Subject to removal by TGC at any time and to return upon TGC's request.
16. INDEPENDENT CONTRACTOR. Supplier is and shall remain an independent contractor. Both Parties acknowledge that Supplier shall perform the services provided in the Agreement as an independent contractor, and not as an agent for, partner of, or joint venture with TGC. Nothing contained herein shall be considered as creating an employment, partnership, or joint venture relationship between TGC and Supplier. No employee, agent, or representative of Supplier or its subcontractors shall be deemed to be an employee of TGC. It shall be Supplier's responsibility to withhold any pay wages, taxes and applicable benefits to Supplier's employees/staff assigned to TGC hereunder. Supplier shall provide all safeguards and take all necessary precautions in connection with work and services performed by or for it relating to this purchase order to prevent the occurrence of any accident, injury, death, loss, or damage to any person or



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property and shall be solely responsible therefor. Supplier warrants that all work and services relating to this purchase order will be done in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards and specifications concerning safety, performance, and otherwise and, without limitation, including work and services on or to premises controlled by TGC and to or with property or parts of TGC.

17. INDEMNIFICATION. It is hereby stipulated and agreed between Supplier and TGC, that with respect to any claim or action arising out of any services performed under or pursuant to this Agreement or goods purchased under this Agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements or judgments resulting from the negligence, actions or omissions of its own agents, representatives and employees.
18. HOLD HARMLESS. Supplier agrees to indemnify and hold harmless TGC from and against any and all claims, demands, actions, settlements or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of Supplier, its agents, representatives and employees.

TGC agrees to indemnify and hold harmless Supplier from and against any and all claims, demands, actions, settlements or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of TGC, its agents, representatives and employees.

19. INSURANCE

- a. Worker's Compensation – Supplier hereby agrees to perform the work described in this Agreement, and further certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it will file with the Director of Strategic Sourcing, before performance hereunder will file with the same, a certificate of exemption from for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.
- b. Supplier agrees to purchase and maintain at its own expense, insurance as will protect Supplier, TGC, its directors, officers, employees and all subsidiaries, affiliates and any other legal entity associated with TGC, collectively herein referred to as "TGC", from and against any and all damages liabilities, losses, costs, including reasonable attorney's fees, judgments, expenses, claims and causes of actions of any kind which may arise or result from Supplier's obligations pursuant to the terms hereof. Such insurance shall be provided by insurance companies acceptable to TGC and licensed to conduct business in the Commonwealth of Pennsylvania with an AM Best Rating of A- or better. A



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certificate of insurance verifying such coverage shall be in the possession of TGC at all times while this Agreement is in effect. TGC shall be notified at least thirty (30) days prior to the cancellation, reduction, or material change in coverage or reduction in AM Best rating. The insurance required shall be written for not less than the following minimum limits, or greater if required by law:

In the event the form of insurance is claims made, Supplier warrants and represents that they will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts or omissions during the term of this Agreement. In the event of insufficient coverage as defined in this paragraph, or lapse of coverage, TGC reserves the right to terminate this Agreement immediately with written notice to Supplier without monetary penalty to TGC.

COVERAGE	LIMITS
Workers Compensation	Statutory
Employers Liability	\$1,000,000 each Accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
Comprehensive General Liability including but not limited to, Premises Medical with \$10,000 limit, Personal injury, and contractual	\$1,000,000 Combined Single Limits for Bodily Injury and Property Damage per Occurrence and \$4,000,000 Annual in the Aggregate.
Automobile Liability, including any auto, hired and non-owned autos	\$1,000,000 Combined Single Limits for Bodily Injury and Property Damage Each Accident
Professional Liability (Errors & Omissions)	\$2,000,000 Per Claim

- c. Supplier shall name TGC as an additional insured with respect to the insurance policies identified above, with the exception of Workers' Compensation. Certificates of insurance evidencing coverage required above shall be filed in the Finance Department with the Senior Director, Insurances, at least fifteen (15) days before the furnishing of any services required hereunder. Such certificates shall provide that the insurer will give TGC not less than thirty (30) days advance notice of any material changes in or cancellation of coverage. Supplier shall be responsible for the acts of its employees, agents, and representatives while on TGC property and, accordingly, shall take all necessary measures to train and equip such personnel properly, and to prevent injury and loss to persons or property located thereon. All subcontractors used by Supplier must maintain and provide, at their own expense, evidence of insurance coverage as identified above.
- d. In the event Supplier is self-insured for the coverage required hereunder, it shall provide proof of self-insurance to TGC by submitting (a) a letter stating that fact, (b) Supplier's most recent financial statement, and (c) a state certification from the Supplier's state of incorporation. Proof of insurance evidencing coverage required above shall be filed



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- in the Finance Department with the Senior Director, Insurances, at least (15) days before the furnishing of any services required hereunder.
- e. Without limiting any other provision contained herein, TGC agrees to (a) notify Supplier in writing after any loss or damage is discovered, (b) furnish Supplier with satisfactory and reasonable proof of such loss or damage, and (c) assist Supplier and Supplier's insurance carriers to the extent practicable in recovery of any loss. Upon full payment by Supplier or its insurance carrier for such loss or damage, either shall be subrogated to any rights or remedies of TGC for recovery of such loss.
 - f. Supplier shall, within a reasonable amount of time, not to exceed thirty (30) days, after receiving evidence of loss, promptly satisfy all claims made by TGC which the evidence demonstrates are the responsibility of Supplier.
 - g. In the event of losses or damages to equipment caused by the negligence of Supplier or its workers, Supplier's liability shall be to the extent of the declared value or replacement cost of the equipment, whichever is greater.
 - h. Notwithstanding any other provision of this Agreement, it is understood and agreed that Supplier shall not be liable for any loss caused by or resulting from:
 - i. hostile or war-like action in time of peace or war;
 - ii. direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination, either controlled or uncontrolled;
 - iii. theft or damage by others who are not a party to this Agreement, except when the loss or damage is the result of the negligence or willful misconduct of Supplier, its agents or workers.
 - i. The maintenance of insurance shall not affect the liability of Supplier, such liability to be determined by provisions hereof other than the insurance provisions.
20. **FORCE MAJEURE.** TGC reserves the right to cancel the contract in whole or in part or to delay delivery or acceptance for causes beyond its control. At TGC's request, Supplier will hold the goods or services pending TGC's instructions and TGC shall be liable only for a reasonable increase in Supplier's direct costs due to such holding.
21. **REGULATORY AND ACCREDITATION REQUIREMENTS.** Supplier warrants and attests that products and any services covered under the terms hereof including any that may have been subcontracted per the terms hereof, are compliant under the Federal Food, Drug and Cosmetic Act if applicable. Supplier further warrants and attests that products and any services covered by this agreement including any that may have been subcontracted per the terms hereof, are compliant with all applicable TGC policies, specifically those pertaining to Vendor Access practices within TGC facilities, conflicts of interest and interaction between industry representatives and TGC and Supplier responsibilities under the Deficit Reduction and False Claims Acts. With respect to Supplier operations, Supplier shall comply with the all applicable regulatory, accrediting, state and federal regulations. In addition, Supplier shall cooperate with TGC as required to establish compliance with licensure accreditation and other pertinent agency requirements, including but not limited to production of relevant documents and records as they pertain to the Products or Services provided by Supplier hereunder.
22. **NO SUBCONTRACTING.** Supplier shall not subcontract nor delegate performance of all or any part of its obligations hereunder without the prior written consent of TGC. TGC's consent to subcontracting by Supplier shall not relieve Supplier of any of Supplier's duties or obligations



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hereunder. Supplier shall be liable for all acts or omissions of its subcontractor(s) and anyone employed directly or indirectly by such subcontractor(s). Supplier shall require any subcontractor to maintain adequate and appropriate insurance coverage. In the event that Supplier may utilize a supply partner(s) for some of the goods that TGC will purchase through this Agreement. TGC may grant permission to Supplier to subcontract certain services through the named supply partner(s) specified in writing to and approved in writing by TGC. In the event Supplier elects to change subcontractors, Supplier agrees to notify TGC of such change immediately and provide TGC with samples of work performed by the new subcontractor to insure continuity of quality and construction. Failure to notify TGC could constitute material breach.

23. **Federal Contractor Requirements: To the degree the Federal Contractor Requirements are applicable to the service(s) or product(s) included on this purchase order, this order/contract is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this order/contract by reference, as applicable. In addition, this order/contract is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.**

24. NOTICES. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, or if sent by facsimile transmission with confirmation of delivery, to the address set forth below or to such other address as any party may give to the other in writing for such purpose:

TGC: Purchasing Department

Supplier:

25. LIMITATION ON TGC'S LIABILITY. In no event shall TGC be liable for consequential, incidental, or special damages of any kind or for damages in excess of the price allocable to the portion of the goods or services on which the claim is based. Action on any claim against TGC must commence within one year after the cause of action has accrued.

26. PRESERVATION OF RIGHTS. No delay or omission on the part of TGC to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of TGC impair any right or power arising hereunder. TGC's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which TGC may have at law or in equity.



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27. **ILLEGALITY.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
28. **GOVERNING LAW AND JURISDICTION.** The transaction provided for in the purchase order will be deemed to be made in_____. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the state of _____, excluding its conflict of laws rules. Supplier hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district of_____, County, _____, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Supplier or TGC at the address set forth herein and service so made will be deemed to be completed on the Business Day after deposit with such courier; provided that nothing herein will prevent TGC from bringing any action, enforcing any award or judgment against any security or against any property of the Supplier within any other county, state or other foreign or domestic jurisdiction. TGC and Supplier agree that the venue provided above is the most convenient forum for both TGC and the Supplier, and Supplier waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.
29. **RIGHT TO AUDIT.** Supplier shall allow TGC or persons authorized by and acting on behalf of TGC, including its independent public accountants, and federal and state governmental and bank regulatory authorities having jurisdiction over TGC's business, reasonable access during normal business hours to the books, records, procedures and facilities of Supplier related to this Agreement to inspect, review, examine and audit such books, records, procedures and facilities. Supplier shall reasonably cooperate with TGC, such other persons authorized by TGC and any governmental and bank regulatory authorities in the conduct of such examination and audit, including giving them access for discussion of any audit, to officers and the independent public accountants of Supplier. Any third party provider, subcontractor or agent of Supplier in the performance of this Agreement shall be required by Supplier to grant TGC, its authorized persons and such governmental and bank regulatory authorities the same access and audit rights.
30. **ELECTRONIC COMMERCE.** Supplier acknowledges that TGC currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Products hereunder. For purposes of this provision "Key Documentation" means purchase orders, order acknowledgements, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by TGC to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because transmitted or executed electronically. To the extent required by TGC, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such digital identification will be



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deemed for all purposes to constitute a “signature” and will have the same effect as a signature on a written document.

31. **HIPPA COMPLIANCE.** Supplier agrees that to the extent that Supplier has access to patient information Supplier shall comply with the Privacy Rule and Security Rule, pursuant to the U.S. Department of Health and Human Service issued Regulations on “Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164 – the “Privacy Rule), and the “Security Standards (45 C.F. R. Parts 160, 162 and 164 – the “Security Rule), along with TGC’s HIPPA Business Associate terms and conditions, including any future modifications thereto.
32. **STARK/FRAUD & ABUSE.** To evidence compliance with federal laws prohibiting payments for referrals, including the Stark Law Medicare and Medicaid Anti-Fraud and Abuse laws and HIPPA, Supplier represents and warrants, that any financial relationship (as defined in the Stark Law, Fraud and Abuse laws and related regulations) between a physician and HOSPITAL, currently and during the term of this Agreement, conforms now or will conform from its inception with an exception under the Stark Law and a safe harbor under the Fraud and Abuse laws. No payments hereunder shall be for referrals of patients and no provision of this Agreement shall require or is intended to be construed to require that Supplier or physician under the control of Supplier shall make referrals of patients to the HOSPITAL.
33. **ENVIRONMENTAL LAW COMPLIANCE.** Supplier, as applicable, has been and is in compliance with all state and federal Environmental Laws. For purposes of this Section, “Environmental Laws” shall include all constitutional provisions, statutes, ordinances or other laws, duly enacted and enforceable rules or regulations, any binding interpretations or orders of any governmental entity relating to polluting the environment including any emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, pesticides or industrial, infectious toxic or hazardous substance (including friable asbestos) or waste into the environment (including ambient air, surface water, groundwater, land surfaces, subsurface strata) through processing, generation, distribution, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, infectious, toxic or hazardous substances or wastes Supplier will promptly notify TGC of any material environmental condition upon Supplier’s awareness of it.
34. Upon written request, Supplier agrees to permit access by the duly authorized representative of the Secretary of the Department of Health and Human Services, and the Comptroller General of the United States, to this Agreement and to Suppliers’ books, documents and records, as necessary to verify the cost of services provided hereunder, and to allow similar access to agreements between it and organizations related to it, and to its books, documents and records for a period of four (4) years after such services are furnished under this Agreement or any sub-contracts, all in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 90-499) and Section 1861 (v) (1) (I) of the Social Security Act and regulations issued thereunder. In order for Supplier to provide quality assurance monitoring and access consistent with the Omnibus Reconciliation Act of 1980, Supplier shall collect, store and maintain data on all procedures performed by Supplier, such data shall be the property of Supplier.



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35. OTHER PROVISIONS. The provisions hereof and in the purchase order set forth the entire agreement between TGC and Supplier. TGC’s failure to assert any right is not a waiver of it or any other right. Time is of the essence. All money due to Supplier is Subject to deduction or set-off by TGC to cover any counterclaim arising out of this or any other transaction with Supplier. If the development of goods or the services performed by Supplier and paid for by TGC under this order result In patentable, copyrightable, or proprietary property, all rights, title, and interest thereto shall belong to and be assigned to TGC, unless otherwise specified in writing.

Acknowledged and agreed to by the parties as of the day and year written below.

The Guthrie Clinic:

Supplier:

Signature

Date

Signature

Date

Name (please print), Title

Name (please print), Title

36.